

FILED

2025 FEB -7 PM 3:24

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: ASA

LUTHER WINSTON FORTINBERRY  
300 South Olive St. Apt. 1302  
Los Angeles, CA 90013  
(213) 446-8971  
fortinberryluther55@gmail.com  
Plaintiff

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LUTHER WINSTON  
FORTINBERRY

Plaintiff,

vs.

GEN DIGITAL INC,

Defendant.

Case No.: 2:25W01084-AB (DFMx)

COMPLAINT AGAINST FRAUD  
AND ABUSE

DEMAND FOR JURY TRIAL

**I. The Parties to This Complaint**

**1. The Plaintiff** Luther Fortinberry, is a resident of Los Angeles, CA in Los Angeles County. He is 75-year-old individual and a long-standing customer of Defendant's cybersecurity protection services. Plaintiff has utilized Norton LifeLock services for at least ten years, with his most recent purchase being the Norton 360 LifeLock Ultimate Plus plan in November 2023. The Plaintiff purchased this plan because it was advertised to provide cybersecurity fraud protection up to \$50,000 and identity theft coverage up to \$1,000,000.

**2. The Defendant** GEN DIGITAL INC. formerly known as NortonLifeLock Inc., is a multinational software company specializing in cybersecurity

1 solutions. The company is co-headquartered at 60 E Rio Salado Parkway,  
2 Suite 1000 Tempe, AZ 85281 United States, as well as, Prague, Czech  
3 Republic, and operates under the NASDAQ ticker symbol GEN.  
4

## 5 **II. Basis for Jurisdiction**

6 **3.** This Court has jurisdiction pursuant to 28 U.S.C. § 1331 for the following  
7 allegations:

8 Disability Discrimination and Refusal to Provide Reasonable  
9 Accommodation violating the Americans with Disabilities Act (ADA) of  
10 1990 (42 U.S.C. § 12101 et seq.), Cybersecurity Fraud violating the  
11 Computer Fraud and Abuse Act (CFAA) (18 U.S.C. § 1030), Unfair and  
12 Deceptive Acts and Practices violating the Federal Trade Commission  
13 Act (FTC Act) (15 U.S.C. § 45), and False Advertisement violating the  
14 Lanham Act (15 U.S.C. § 1125)  
15

## 16 **III. Statement of Claim**

17 **4.** Plaintiff, Luther Fortinberry, is a 75-year-old individual and a long-  
18 standing customer of Defendant's cybersecurity protection services.  
19 Plaintiff has utilized Norton LifeLock services for approximately 20  
20 years, with his most recent purchase being the Norton 360 LifeLock  
21 Ultimate Plus plan in November 2023. This plan was advertised to  
22 provide cybersecurity fraud protection up to \$50,000 and identity theft  
23 coverage up to \$1,000,000.

24 **5.** Defendant, GEN Digital Inc., is a corporation engaged in the business  
25 of providing cybersecurity protection and identity theft prevention  
26 services under the name "Norton LifeLock" to consumers  
27 internationally, including Plaintiff.  
28

- 1       **6.** In February 2023, Plaintiff was defrauded of at least \$23,500 in Apple  
2       prepaid gift card purchases as payment to individuals who represented  
3       themselves as "Norton LifeLock Cybersecurity Detectives."
- 4       **7.** As a paying customer of Defendant's cybersecurity protection services,  
5       Plaintiff reasonably relied on Defendant's advertised promises of  
6       cybersecurity fraud protection, which led him to believe that  
7       communications were legitimate and that he was following Defendant's  
8       requirements to stop a cybersecurity threat.
- 9       **8.** The scammers induced Plaintiff to comply with their demands by  
10      claiming that his computer had been compromised, his identity was at  
11      risk, and that their instructed immediate action was necessary to prevent  
12      further harm.
- 13      **9.** Plaintiff suffers from a disabling mental illness that results in paranoid  
14      delusions, which are exacerbated by stress and trauma. Due to this  
15      condition, Plaintiff is particularly vulnerable to scams and fraudulent  
16      schemes. He purchased Defendant's cybersecurity protection plan  
17      precisely because of these vulnerabilities and past experiences with fraud.  
18      Plaintiff believes he was targeted and exploited for this reason by  
19      Defendant.
- 20      **10.** Rather than safeguarding Plaintiff, Defendant's services and alleged  
21      security measures failed to prevent, detect, or adequately respond to the  
22      fraudulent activity, effectively rendering Plaintiff more susceptible to  
23      cyber fraud.
- 24      **11.** Upon discovering the fraud, Plaintiff promptly reported the incident to  
25      Defendant and attempted to file a claim under the Norton 360 LifeLock  
26      Ultimate Plus plan. Defendant refused to accept or process Plaintiff's  
27      claim, failing to honor their service agreement.
- 28



- 1       **12.** Defendant further failed to provide reasonable accommodation for  
2       Plaintiff's disability, subjecting him to unnecessary, burdensome, and  
3       confusing procedures not typically required for other customers.
- 4       **13.** Defendant exacerbated Plaintiff's exposure to cybersecurity threats and  
5       identity theft by coercing him into providing highly sensitive personal  
6       information, including his Social Security number and banking details,  
7       and requiring him to sign an agreement granting Defendant power of  
8       attorney before even considering his claim—only to subsequently deny it.  
9       Defendant told Plaintiff to ignore his power of attorney's warning not to  
10      comply with Defendant's request to do this.
- 11      **14.** Plaintiff has been repeatedly victimized by scams since February 2023  
12      and believes that Defendant's software, employees, and agents either  
13      directly or negligently exposed him to cybersecurity fraud, leading to  
14      further victimization.
- 15      **15.** Plaintiff alleges that Defendant's employees or agents may have  
16      facilitated fraudulent activities by mishandling sensitive data and  
17      misleading customers and that Defendant has actively attempted to cover  
18      up these fraudulent activities to evade liability.
- 19      **16.** Following the denial of Plaintiff's claims, Defendant subjected him to  
20      further financial harm by obstructing the cancellation of his services,  
21      continuing to charge him after cancellation, and is still currently  
22      attempting to collect these unauthorized charges.
- 23      **17.** As a direct result of Defendant's actions, Plaintiff has suffered significant  
24      emotional distress, which has led to severe physical and mental health  
25      issues requiring treatment that he cannot afford. Additionally, Defendant's  
26      actions have interfered with Plaintiff's ability to work and supplement his  
27      limited income.
- 28

1       **18.** Defendant's conduct has caused Plaintiff substantial financial loss,  
2       damaged his credit, and placed him in unrecoverable debt.

3  
4       **IV. CLAIMS FOR RELIEF**

5  
6       Count I – Breach of Contract

7  
8       **19.** Plaintiff re-alleges and incorporates by reference all preceding  
9       paragraphs.

10       **20.** Defendant breached the service agreement by failing to honor the  
11       coverage and protections explicitly promised under the Norton 360  
12       LifeLock Ultimate Plus plan.

13       **21.** As a direct result of this breach, Plaintiff has suffered substantial  
14       damages.

15  
16       Count II – Violation of the Americans with Disabilities Act (ADA) and  
17       Other Disability Protections

18  
19       **22.** Plaintiff re-alleges and incorporates by reference all preceding  
20       paragraphs.

21       **23.** Defendant failed to provide reasonable accommodations for Plaintiff's  
22       disability, subjecting him to unnecessary procedural hurdles and  
23       exacerbating his vulnerabilities.

24       **24.** Defendant's discriminatory actions resulted in additional harm to  
25       Plaintiff.

26  
27       Count III – Negligence

1 **25.** Plaintiff re-alleges and incorporates by reference all preceding  
2 paragraphs.

3 **26.** Defendant owed Plaintiff a duty of care to protect his sensitive data and  
4 provide reliable cybersecurity services.

5 **27.** Defendant breached this duty by failing to prevent foreseeable fraud,  
6 mishandling sensitive information, and negligently exposing Plaintiff to  
7 further victimization.

8 **28.** As a direct and proximate result, Plaintiff has suffered significant  
9 financial and emotional harm.

10  
11 **Count IV – Unjust Enrichment**

12  
13 **29.** Plaintiff re-alleges and incorporates by reference all preceding  
14 paragraphs.

15 **30.** Defendant unjustly profited from Plaintiff's payments for cybersecurity  
16 services and possibly from the occurrence of this fraud while failing to  
17 provide the promised protections.

18 **31.** Defendant's continued charges after cancellation constitute further unjust  
19 enrichment at Plaintiff's expense.

20  
21 **Count V -Unfair and Deceptive Practices in Violation of 15 U.S.C. § 45**

22  
23 **32.** Plaintiff alleges and incorporates by reference all preceding paragraphs.

24 **33.** Defendant has engaged in unfair and deceptive business practices in  
25 connection with the promotion, sale, and provision of cybersecurity  
26 services. Specifically, Defendant has made false or misleading statements  
27 to Plaintiff regarding the effectiveness and security of its products and  
28 services.



1 **34.** Defendant falsely advertised that its cybersecurity products provide  
2 comprehensive protection from all forms of cyber threats, including but  
3 not limited to malware, ransomware, and unauthorized access. In truth,  
4 Defendant's cybersecurity software contained significant vulnerabilities  
5 and was unable to effectively detect or prevent breaches that it claimed to  
6 protect against.

7 **35.** Defendant's conduct constitutes an unfair method of competition by  
8 misleading Plaintiff about the safety and security of its cybersecurity  
9 products. By falsely representing the capabilities of its services,  
10 Defendant undermines trust in the cybersecurity market, endangering  
11 Plaintiff and potentially other consumers, businesses, and the public from  
12 potential cyberattacks and breaches.

13 **36.** Defendant's actions, including the use of deceptive marketing materials,  
14 failure to disclose known security flaws, and continued advertising of  
15 ineffective products, are unfair and deceptive acts or practices that violate  
16 15 U.S.C. § 45. These actions have caused harm to the Plaintiff by leading  
17 them to purchase products they believed would protect their sensitive  
18 information, when, in fact, these products exposed them to increased risk  
19 of cyber threats.

20 **37.** Defendant's conduct directly affects interstate commerce as it involves  
21 the marketing, sale, and distribution of cybersecurity services and  
22 products across state lines, which has impacted Plaintiff and potentially  
23 other consumers.

24 **38.** As a result of Defendant's unfair and deceptive acts and practices,  
25 Plaintiff has been harmed through data breaches, identity theft, and  
26 financial loss. Additionally, because of relying on Defendant's faulty  
27 products Plaintiff has suffered credit and reputational damage and  
28 operational disruption in business.

Count VI - False Advertising in Violation of 15 U.S.C. § 1125(a) of the Lanham Act

39. Plaintiff alleges and incorporates by reference all preceding paragraphs.

40. Defendant has engaged in false advertising in violation of 15 U.S.C. § 1125(a) by making false or misleading statements about the quality, capabilities, and performance of its products and services. Specifically, Defendant has made false claims in its advertisements and marketing materials which misled Plaintiff into believing that Defendant's product/service has capabilities that it does not possess.

41. Defendant has explicitly advertised that its service offers protection from cybersecurity fraud and covers up to at least \$50,000 in the incident of becoming a victim of cybersecurity fraud. In reality, Defendant's service does not meet these claims. For example, the Defendant initially refused to even allow the Plaintiff to file the claim when it was reported. When Defendant finally did agree to process a claim months later, it was subsequently denied.

42. The false advertisements and representations made by Defendant were material to Plaintiff's purchasing decision, as they relied on the assumption of accurate and truthful information when choosing between products in the marketplace. Defendant's false advertising caused Plaintiff to purchase products or services they would not have otherwise purchased had they known the true nature of Defendant's offerings.

43. As a result of Defendant's false advertising, there was a likelihood of confusion for Plaintiff regarding the nature, characteristics, and qualities of Defendant's service. Plaintiff was led to believe that Defendant's



1 service is superior to other products in the marketplace, even though it  
2 fails to live up to its advertised claims.

3 **44.** Plaintiff alleges Defendant knowingly made these false representations  
4 with the intent to deceive consumers and gain an unfair competitive  
5 advantage in the marketplace. By promoting misleading advertisements,  
6 Plaintiff claims Defendant has engaged in a pattern of conduct designed to  
7 exploit consumer trust and capture market share based on deceptive  
8 practices.

9 **45.** Defendant's false advertisements and misrepresentations have affected  
10 interstate commerce by influencing consumers and businesses across state  
11 lines to purchase Defendant's product or service under false pretenses.

12 **46.** As a direct result of Defendant's false advertising, Plaintiff has been  
13 harmed, including financial loss, wasted time and effort, and the purchase  
14 of ineffective or substandard products and services. Additionally,  
15 competitors offering truthful and accurate products have been unfairly  
16 disadvantaged by Defendant's misleading claims causing Plaintiff to  
17 purchase Defendant's services instead of a potentially more efficient one.

## 18 19 **V. Relief**

20  
21 **47. Wherefore,** Plaintiff/Defendant respectfully requests that this Court  
22 grant the relief requested, and for such other and further relief as the  
23 Court deems just and proper:

24 **48.** Compensatory damages in an amount to be determined at trial,  
25 including but not limited to financial losses, emotional distress, and  
26 medical expenses;

27 **49.** Punitive damages for Defendant's willful misconduct and gross  
28 negligence;

1       **50.** An injunction requiring Defendant to implement reasonable  
2       cybersecurity and fraud prevention measures;

3       **51.** An injunction requiring Defendant to provide appropriate  
4       accommodations for customers with disabilities;

5       **52.** Restitution for all unjustly obtained fees and charges; and

6       **53.** Attorneys' fees and legal costs.  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

24       Respectfully Submitted,

25       *Luther Winston Fortinberry*

26       Luther Winston Fortinberry, Pro Se Plaintiff

27       02-07-2025  
28       Date

300 South Olive Street Apt. 1302  
Los Angeles, CA 90013